

## LAWN METER LEASE AGREEMENT

**WHEREAS**, the Brazil Board of Public Works and Safety on the 10<sup>th</sup> day of May, 1988 passed Resolution No. 4-1988, and an amendment to this resolution was passed April 27, 1993 authorizing the Brazil City Water Works to lease, as opposed to purchasing (1) Additional water meter to eligible water customers for the exclusive purpose of metering water usage for the seasonal use of watering lawns and filling swimming pools, etc., provided said meter is not directly discharged into the city's sanitary sewers, from the period of approximately May 1 through Oct. 1 of each year for the sum of one hundred dollars (\$100.00) upon signing and execution of a water meter rental agreement.

**IT IS HEREBY DECREED** that the undersigned does agrees to pay for one additional meter for the sum on One Hundred Dollars (\$100.00) the receipt of which is hereby acknowledged, and in further consideration the undersigned agrees to pay the following terms and conditions.

- A. The Brazil Water Works shall install the lawn meter on or before May 1 each year.
- B. The Brazil Water Works shall remove the lawn meter on or about Oct. 1 of each year, and shall store the meter in safe keeping for the water customer.
- C. The lawn meter will continue to be owned and maintained by the City of Brazil, and will be installed for eligible customers on or before May 1 each year at no additional charge to the customer.
- D. The Brazil Water Works shall maintain free of charge each meter, unless there has been intentional damage caused to the meter by the customer or his/her representative.
- E. The customer shall forfeit this agreement and meter upon finding that the meter has been used for purposes wherein the water is directly discharged into the sanitary sewer.
- F. The deposit and/or lawn meter is NOT transferable from one customer to another. When customer not longer needs said meter it will be returned to Brazil Water Works.
- G. After returning the meter to the Brazil City Water Office, one half of the initial deposit shall be refunded.

**I HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS AND AGREE TO ABIDE BY EACH OF THE SET FORTH TERMS.**

**Water Customer Signature:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Location of lawn meter to be installed:** \_\_\_\_\_

**Meter ID#** \_\_\_\_\_ **Customer #** \_\_\_\_\_

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Authorized and approved by:** \_\_\_\_\_